UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 11

Transit Management of Charlotte, Inc.
Employer[1]

and

Case 11-RC-6744

United Transportation Union
Petitioner

and

Teamsters Local Union No. 71, affiliated with
International Brotherhood of Teamsters

Intervenor

REGIONAL DIRECTOR'S DECISION AND ORDER

United Transportation Union (the Petitioner) filed a petition with the National Labor Relations Board under Section 9(c) of the National Labor Relations Act seeking to represent a bargaining unit consisting of all full-time and part-time bus operators employed by Transit Management of Charlotte, Inc. (the Employer) at its Charlotte, North Carolina facility, excluding all maintenance employees, office clerical employees, guards, professional employees and supervisors as defined in the Act. Teamsters Local Union No. 71, affiliated with International Brotherhood of Teamsters (the Intervenor) intervened in this proceeding. Following a hearing before a hearing officer, the parties filed briefs with me.

At the hearing, the parties stipulated that the unit is an appropriate unit within the meaning of Section 9(b) of the Act. As evidenced at hearing and in the briefs, there are three issues. First, the Employer asserts that it is exempt from the Board's jurisdiction

[1] The Employer's name appears as amended at the hearing.

because it is a political subdivision. The Petitioner and Intervenor contend otherwise. Second, the Intervenor contends that the Petitioner is a not a labor organization. Third, the Intervenor argues that there is a contract bar to the current petition. In regard to the second and third issues, the Petitioner argues to the contrary, whereas the Employer is neutral.

I have carefully considered the evidence and the arguments presented by the parties on the issues. As discussed below, I have concluded that the Board has jurisdiction over the Employer, as it is not a political subdivision under Section 2(2) of the Act. I have further found that the Petitioner is a labor organization. However, as discussed below, I concluded that the contract between the Employer and Intervenor bars the Petitioner's petition. Accordingly, I will issue an order dismissing the petition. To provide a context for my discussion of the issues and my conclusions, I will provide a brief overview of the Employer's operations. Next, I will address each of the issues in turn, setting forth the applicable legal standard, and my analysis and conclusions.

I. OVERVIEW

A. Introduction and bargaining history

The Employer, Transit Management of Charlotte, provides bus transportation services for the City of Charlotte (the City). The Employer's operation includes the provision of local and express routes in Charlotte and five surrounding counties, including some routes to South Carolina, with a service span between the hours of 5:00 a.m. to 2:00 a.m. The Employer employs both maintenance and bus operators at its facility. There are approximately 560 employees in the petitioner-for unit.

The Employer is a North Carolina corporation that was incorporated in 1977, and initially owned by First Transit, which entered into a contract with the City to provide transit management services. Approximately every five years the City seeks bid proposals for its transit management services. In 2003, McDonald Transit Associates, Inc. (McDonald), a Texas corporation, was awarded the bid to provide management services, and entered into a contract with the City at that time.[2] The contract required that McDonald utilize the Employer to provide its bus transportation services, and since 2003, the Employer has been a wholly-owned subsidiary of McDonald.

In regard to bargaining history, in 1978, the Petitioner was recognized as the exclusive bargaining representative for the Employer's maintenance employees and bus operators of the Employer. In 2003, following Board-conducted elections, the Intervenor became the certified representative of the bus operators, and the Petitioner became the certified representative of the maintenance employees.[3] The Petitioner has continued to represent the maintenance employees to date.

B. The Employer's organization and operations

The contract between McDonald and the City sets forth the terms by which McDonald will provide transit management services to the City. The current contract is effective from August 1, 2008, for a three-year term, with the City having the unilateral right to renew for two additional one-year terms. The City pays McDonald approximately $48,000 per month for its management services.

With respect to its operations, the Employer is 100% funded by the City, and does not receive any money of its own. Bus fares are collected and returned to the City, as is

[2] Since 2009, McDonald has been owned by RatpDev USA, which is a subsidiary of RAPT.
[3] Cases 11-RC-6551 and 11-RC-6547, respectively.

advertising revenue. McDonald prepares a budget that must be approved by the City, and the City periodically audits expenses. Per the contract, the City pays all operating expenses of Employer such as payroll and fuel costs, and provides all facilities and equipment. For a purchase over $100,000—such as tires—McDonald submits a form to the City tax staff, and the City makes a presentation to the City Council for its approval.

The contract further states that McDonald and the Employer are independent contractors and retain the "full and exclusive control and supervision over its employees and their compensation and discharge."[4] The contract also provides that McDonald and the Employer are responsible for negotiating collective bargaining agreements, and specifically provides that "[t]he City shall not become a signatory party to any Transit Employee Agreement between [McDonald] and organized labor units." Further, there is no day-to-day supervision by city officials of the bus operators.

The record reflects that the Employer is governed by its Board of Directors. The Employer's bylaws define how individuals are appointed to and removed from its Board of Directors, as well as the appointment of officers. Thus, the Employer's Board of Directors is elected by the Employer's shareholders. There must be at least three directors, but that number may be increased. Shareholders have the power to remove the directors.

The Employer's bylaws further provide that its executive officers shall be a President, one or more Vice Presidents, a Secretary, and a Treasurer. The President and Secretary must be elected by the Board of Directors, whereas all other officers may be elected by the Board of Directors or by a vote of the shareholders. The Board of

[4] That control is only circumscribed by federal, state, and local laws and regulations and compliance with 13(c) of the Urban Mass Transportation Act of 1964.

Directors may also appoint other officers as they deem it necessary. The executive officers may be removed by the Board of Directors or by an Executive Committee, designated by the Board of Directors.

The Employer's day-to-day operations are handled by several management officials designated in the contract as "key personnel" including a General Manager, Assistant General Manager, and Director of Maintenance. All three are also McDonald employees. The contract does provide that the City has the right to require the removal and replacement of key personnel. The record established that, for example, the City has the authority to require the removal of the Employer's General Manager, although the City does not have the authority to have the General Manager's employment terminated with McDonald. The record reflects that since at least 2003, the City has not required the removal of anyone.[5] The contract also states that the City must approve in writing the hires or transfers to key personnel positions. The record did not disclose whether such approval occurs in practice.

II. THE EMPLOYER IS NOT A "POLITICAL SUBDIVISION" EXEMPT FROM THE BOARD'S JURISDICTION

A. Applicable principles

Section 2(2) of the Act excludes from the definition of "employer"and, thus, from coverage of the Act, "any State or political subdivision thereof." It is well settled that the statutory exemptions provided in Section 2(2) are to be narrowly construed. *San Manuel Indian Bingo and Casino*, 341 NLRB 1055, 1058 (2004), enfd. 475 F.3d 1306 (D.C. Cir. 2007).

[5] There is no evidence that the City has ever sought the removal of any individual pursuant to this or a similar provision in a prior contract.

In determining whether the Board will assert jurisdiction over a private employer that provides services to an exempt government entity or exempt an employer as a political subdivision, the Board only considers 1) whether the employer meets the definition of "employer" under Section 2(2) of the Act described above, and 2) whether the employer meets the applicable monetary jurisdiction standards. *Management Training Corp.*, 317 NLRB 1355, 1358 (1995). In its decision, the Board explained that it would no longer determine jurisdiction based on whether the employer or the exempt governmental entity retained control over employees' essential terms and conditions of employment. *Id.* at 1355.

The two-pronged test used to determine whether an entity is exempt as a political subdivision is set forth in *NLRB v. Natural Gas Utility District of Hawkins County*, 402 U.S. 600, 604-605 (1971). In *Hawkins County*, the Court held that for an entity to be exempt as a political subdivision under the Act, it must either: (1) have been created directly by a state, so as to constitute an arm or department of the government; or (2) be administered by individuals who are responsible to public officials or to the general electorate. *Id.* The Board also considers whether the entity has attributes normally associated with a public character such as sovereign powers and tax-exempt status.. *Id.* at 605-609 When an employer fails to show that it satisfies either criterion, the Board properly concludes that the employer is not excluded by Section 2(2) from coverage of the Act. *Truman Medical Center, Inc.*, 239 NLRB 1067, 1068 (1978), enfd. 641 F.2d 570 (8th Cir. 1981).

B. The Employer is not administered by individuals who are responsible to public officials or to the general electorate

The Employer asserts that it is an exempt political subdivision. In support of its position, the Employer does not assert that it was created directly by the state so as to constitute a department or administrative arm of the government.[6] Instead, the Employer solely contends that based on the second prong of the *Hawkins County* test it is exempt from the Act's coverage because it is administered by individuals who are responsible to public officials or to the general electorate.

In order to determine whether an entity is "administered" by individuals responsible to public officials or to the general electorate, the Board examines the "relationship between the employer's governing body and the Governmental agency to which it is linked." *Regional Medical* Center, 343 NLRB 346, 359 (2004). Thus, to satisfy the second prong of the *Hawkins County* test, "an entity must demonstrate that its policy-making officials have 'direct personal accountability' to public officials or to the general public." *Cape Girardeau Care Center*, 278 NLRB 1018, 1019 (1986) (quoting *Truman Medical Center v. NLRB*, 641 F.2d 570, 573 (8th Cir. 1981)). In determining whether an entity has met this burden, the determinative factor is whether a majority of the members of the entity's governing body are appointed by or subject to removal by public officials." *Research Foundation of the City University of New York*, 337 NLRB 965, 969 (2002).

In asserting that it meets the second prong of the *Hawkins* test, the Employer principally relies on *Citibus*, 16-RC-10566, a decision issued by the Regional Director of

[6] The Employer does not contend that it does not meet the Board's monetary standard for jurisdiction, and the record establishes that the Employer's annual gross volume of business exceeds $250.000.

Region 16 on April 1, 2004.[7] In that case, the Regional Director concluded that under the second prong of *Hawkins County,* the employer was administered by individuals who were responsible to public officials or to the general electorate because its general manager was directly accountable to a seven-member Advisory Board comprised of members of the general public who were appointed by the city council. In addition, among other things, the general manager functioned as a department head for the city transportation department, attended budget meetings held by that department, and represented the city on legislative matters.[8] The Employer contends that the General Manager here —who oversees the Employer's operation by providing on-site supervision and management of the bus operations' accounts and operating records, and is subject to removal by the City—similarly qualifies the Employer for exempt political subdivision status.[9]

The Employer's reliance on *Citibus* is misplaced as the Employer and the *Citibus* decision misconstrue the meaning of the term "administered by" under *Hawkins County.* Thus, the Employer's argument that it meets the *Hawkins County* test because its General Manger who is responsible for the day-to-day operations is subject to the City's control ignores the Board's distinction between control over the employer's governing body and control over the employer's management officials. Thus, in *Correctional Medical Services*, 325 NLRB 1061, 1062 (1998), the Board rejected the employer's argument that

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[7] As no request for review was sought in that case, I do not rely on it for precedential value. Further, I note that the Regional Director's conclusion that the second prong of the *Hawkins County* test was satisfied was based on his finding that the general manager was accountable to the public, without considering the accountability of the employer's governing body.

[8] In addition, unlike the present case, there the city employed a liaison officer who had the responsibility of overseeing the bus operation including the wages and fringe benefits of *Citibus* employees.

[9] Moreover, the Board distinguishes accountability imposed upon a board of directors by law as opposed to the employer's own governing document or through contractual arrangements. *Research Foundation*, 337 NLRB at 969. See also *Jefferson County Community Center for Developmental Disabilities, Inc.*, 732 F.2d 122, 125-126 (10th Cir.), cert. denied, 469 U.S. 1086 (1984).

supervision of its operation at the correctional facility by state government officials satisfied the second prong of the *Hawkins County* test. Rather, the Board found that the employer did not establish that "the [employer] itself—a Missouri corporation that is 'in the business of providing medical and health care services to inmates at correction facilities'—was administered by individuals who are responsible to public officials or to the general electorate." *Id.* The Board further noted that "it is irrelevant whether the daily work of its employees or other terms and conditions of employment under the relevant government contract are determined by public employees." *Id.* A similar contention was rejected in *Aramark Corp. v. NLRB*, 156 F.3d 1087, 1093-1094 (10th Cir. 1998), affd. in relevant part en banc, 179 F.3d 872 (10th Cir. 1999) (even assuming that individual responsible for administering the employer's food service contract on a daily basis was selected with the participation of state officials, that did not equate to employer being administered by individuals who are responsible to public officials). Thus, here assuming that the General Manager is accountable to public officials or the general electorate, that factor is clearly insufficient to satisfy the *Hawkins County* test.

Thus, in analyzing the second prong of *Hawkins County*, the key inquiry is on the composition of the employer's governing body, and whether a majority of the members of that body are accountable to public officials or to the general electorate. Here the Employer does not claim that the City has any authority over its governing body. As shown, the appointment and removal of the Employer's Board of Directors is governed solely by the Employer's bylaws. As those individuals are not appointed by, nor subject to removal by the City, but only by other private individuals, those employer officials are not responsible to any public official or the general electorate. Accordingly, the

Employer is not a political subdivision under the second prong of *Hawkins County*. See *Research Foundation,* 337 NLRB at 969-970 (Board asserted jurisdiction when none of the employer's board members were appointed by or subject to removal by public officials); *Enrichment Services Program, Inc.*, 325 NLRB 818, 820-821 (1998) (Board asserted jurisdiction when less than a majority of the employer's board was comprised of public officials or individuals responsible to the general electorate); *Truman Medical Center,* 239 NLRB at 1067 (Board asserted jurisdiction when only 18 of the employer's 49 directors were appointed by or associated with a government entity), enfd. 641 F.2d 570 (8th Cir. 1981). Cf. *Regional Medical Center*, 343 NLRB at 346 (Board did not assert jurisdiction when employer's board of directors were appointed by the county manager with the approval of the county commission and were subject to removal by same).

Finally, although some factors present here such as the City's funding of the Employer, and the Employer's provision of all furniture, equipment, and fuel suggests an exempt status, the Employer's control over labor relations and its autonomy over daily operations suggests a private character. In any event, those factors do not compel a different result given my conclusion above that the Employer is not responsible to public officials or to the general electorate as contemplated by *Hawkins County*. See generally *St. Paul Ramsey Medical Center*, 291 NLRB 755, 757-758 (1988). In a similar case, *Connecticut State Conference Board, Amalgamated Transit Union,* 339 NLRB 760, 763 (2003), the Board did not find the employer to be an exempt political subdivision and asserted jurisdiction. There, First Transit, a management firm, had a contract with the Connecticut Department of Transportation to provide management services, and its

subsidiary, HNS, was set up to operate the bus service. *Id.* at 762. As in the present case, HNS independently hired, fired, and supervised employees, and engaged in contract negotiations, and DOT provided the facilities, equipment, buses, and funding. *Id.* at 762-763. In concluding that the employer was not a political subdivision, the Board noted that employer was engaged in a commercial enterprise that received financial assistance from the State because it could not survive economically without such assistance, and that such assistance did not convert the employer into a political subdivision. *Id.* at 763.

In sum, the Employer has not sustained its claim that it is administered by individuals who are responsible to public officials within the meaning of *Hawkins County*. Although the City retains a degree of oversight over the Employer's operations, a private entity is not transformed into a political subdivision on that basis. See *Kentucky River Community Care, Inc.*, 193 F.3d 444, 451 (6th Cir. 1999), affd. on other grounds, 532 U.S. 706 (2001). In that case, the court, in agreement with the Board, held that despite the state's significant oversight over the employer's operation including the authority to appoint a caretaker for the employer, the ability to make personnel changes without the consent of the employer's board, the authority to review and disapprove the board's personnel policies and compensation plans, and the authority to dictate the services and number of employees provided by the employer, the employer was not responsible to public officials within the meaning of *Hawkins County. Id.* Accordingly, the Board should assert jurisdiction over the Employer.

III. THE PETITIONER IS A LABOR ORGANIZATION

The Intervenor asserts that the Petitioner does not constitute an active labor organization.[10] The Petitioner argues to the contrary. The Intervenor essentially claims that as a result of a 2007 merger between Sheet Metal Workers' International Association and the Petitioner into a merged union known as SMART, the Petitioner no longer exists as a viable labor organization. There is no merit to that contention.

First, the merger is presently being contested and is the subject of pending litigation. Second, the Board recognizes that to the extent that mergers are implemented "most affiliations or mergers would change a union's organizational structure to some extent, but clearly such natural and foreseeable consequences would not automatically raise a question concerning representation." *Sullivan Brothers Printers, Inc.*, 317 NLRB 561, 562 (1995), enfd. 99 F.3d 1217 (lst Cir. 1996). Accord *Pearl Bookbinding Co., Inc.*, 206 NLRB 834, 835-836 (1973), enfd. 517 F.2d 1108 (lst Cir. 1975). Generally, the organizational changes would need to be "so dramatic that the postaffiliation union lacks substantial continuity with the preaffiliation union." *Sullivan Brothers*, 317 NLRB at 562. Thus, the changes must be "so great that a new organization comes into being . . . ." *Raymond F. Kravis Center for the Performing* Arts, 351 NLRB 143, 147 (2007), enfd. 550 F.3d 1183 (D.C. Cir. 2008). Here the record reflects that the Petitioner continues to exist in whole or part for the purposes of representing employees in activities such as contract negotiations. As the merger here has not yet been effectuated, there is no

[10] It is settled that Section 2(5) of the Act defines labor organization as follows:

Any organization of any kind, or any agency or employee representation committee or plan, in which employees participate and which exists for the purpose, in whole or in part, of dealing with employers concerning grievances, labor disputes, wages, rates of pay, hours of employment, or conditions of work.

Accord *Coinmach Laundry Corp.*, 337 NLRB 1286, 1286 (2002).

evidence that anything has changed with respect to Petitioner or its operations including collective bargaining, contract enforcement, and dues collection.[11]

In that regard, *Nelson Chevrolet Co.*, 156 NLRB 829, relied upon by the Intervenor, is distinguishable. There, the local had affiliated with an International Union, which was affiliated with the AFL-CIO. *Id.* at 830. Shortly after certification, the International revoked its charter, and the local was reconstituted into an independent unaffiliated union. *Id.* at 831. In finding no 8(a)(5) violation, the Board noted that the involuntary loss of affiliation with the International had a significant impact on the structure of the local as well as on the employees' expectations as they had signed cards for an AFL-CIO affiliate, and concluded that the employees' authorization cards did not constitute a reliable designation of the union in its present status. *Id.* at 831-832. The Intervenor's reliance on *Humane Society for Seattle, King County*, 356 NLRB No. 13 (2010), is similarly misplaced. There, the Board could not conclude that a majority of voters had selected the petitioner given, among other things, the "strong showing of employee confusion over the identity of the organization seeking representative status." *Id.* slip op. at 4. Here there is no similar confusion as to the identity of the petitioning union nor a loss of affiliation.

Accordingly, I conclude that the Petitioner is an existing labor organization.

IV. THERE IS A CONTRACT BAR TO THE PENDING PETITION

In the present case, the Intervenor asserts that there is a contract bar which precludes a petition. The Petitioner argues otherwise. The Petitioner filed its petition on October 28, 2010. The record shows that the contract entered into between the Employer

[11] The record reflects that the Petitioner's practice is to list the International on a petition for an election. Once certified, the International provides a Local number through the International, the Local then picks its own officers, and, thereafter, runs the Local, with assistance from the International.

and the Intervenor was effective from February 1, 2007, through January 31, 2011. On April 9, 2009, the parties executed a letter of understanding which modified their collective-bargaining agreement. The parties agreed to the following terms:

1) The current agreement has been extended and will expire at midnight on June 30, 2011.
2) The 3 ½ percent pay increase scheduled to go into effect on February 1, 2010, will be delayed until July 5, 2010.
3) The 2% increase in the Employee contribution to the Pension Fund scheduled to take effect on January 4, 2010, will be delayed until January 3, 2011.
4) All other terms and provisions of the collective bargaining agreement remain as negotiated and in full force and effect.

It is well settled that under the Board's long-standing contract-bar doctrine, the existence of a collective-bargaining agreement may preclude an election involving employees covered under that contract. *Direct Press Modern Litho*, 328 NLRB 860, 860 (1999). The purpose of the Board's contract bar rules is to achieve a balance between the competing goals of industrial stability and employee free choice. *Id* Contracts for more than three years are considered to be of "unreasonable duration." *The Hertz Corp.*, 265 NLRB 1127, 1128 & n.3 (1982). Thus, for contract-bar purposes, a contract of greater than three year's duration is treated as expiring on its third anniversary date. *Coca-Cola Enterprises, Inc.*, 352 NLRB 1044, 1045 (2008); *General Cable Corp.*, 139 NLRB 1123, 1127-1128 (1962). Under contract-bar principles, a party may file a petition for an election within a unit covered by an existing contract, during an open 30-day window period of more than 60 and less than 90 days prior to the contract's expiration. *Crompton Company*, 260 NLRB 417, 418 (1982); *Leonard Wholesale Meats, Inc.*, 136 NLRB 1000, 1001 (1962).

One of the components of the contract-bar doctrine is the "premature extension rule" as initially articulated in *Deluxe Metal Furniture Company*, 121 NLRB 995, 1001-

1002 (1958). That rule generally provides that "should the parties to a collective-bargaining contract, agree, during its term, to extend the contract's expiration date, the Board considers the agreement prematurely extended, and a representation petition will not be found contract barred if filed during the open period dictated by the agreement's original termination date." *Direct Press Modern* Litho, 328 NLRB at 861. The rationale for the policy is to provide employees and rival unions a measure of predictability for scheduling campaigns and organizing activities. *Id.* In those circumstances, if the original contract is for more than three years, a party must file a petition in the open period preceding the contract's third anniversary, rather than the original expiration date. *The Hertz Co.*, 265 NLRB at 1128. Parties may also file a petition in the open period prior to the expiration of the modified contract. *Id.* at 1129. The burden of proving that a contract is a bar is on the party asserting the doctrine. *Coca-Cola*, 352 NLRB at 1045.

Applying the above principles to the present case, I find that the Employer and Intervenor's contract constitutes a bar to a petition. Contrary to the Petitioner's argument, the Petitioner is not privileged to simply file a petition at any time after the expiration of the first three years of the Employer and Intervenor's original contract. Rather, here the parties' April 9, 2009 agreement operates as a premature extension of the contract as it was executed within the first three years of the agreement and prior to the 60-day insulted period. *Deluxe Metal Furniture*, 121 NLRB at 1001-1002. Further, because the original contract was greater than three years, the petition should have been filed in the open period, preceding the third year anniversary date, January 31, 2010, specifically, on or between November 3, and December 2, 2009, in order to be timely filed. As the petition was filed on October 28, 2010, it is, therefore, untimely.

In that regard, *Union Carbide Corp.*, 190 NLRB 191 (1971) is squarely on point. There, the parties' original contract was effective from July 1, 1967, to October 15, 1970, a period exceeding three years. *Id.* at 191. On September 29, 1969, the parties entered into a modification of their existing agreement, with a new expiration date of October 15, 1972. The Board held that the petition in that case, filed on August 6, 1970, was untimely as it should have been filed in the open period prior to the third anniversary, rather than the open period preceding the original expiration date of October 15, 1970. *Id.* at 191-192. Accord *The Hertz Co.,* 265 NLRB at 1128-1129.

There is also no merit to the Petitioner's assertion that the parties' agreement did not adequately constitute an extension of the parties' contract, and, thus, cannot act as a bar. The Board has held that for an extension to be effective as a contract bar it must "1) be a new agreement which embodies new terms and conditions, or incorporates by reference the terms and conditions of the long-term contract, or (2) a written amendment which expressly reaffirms the long-term agreement and indicates a clear intent on the part of the contracting parties to be bound for a specific period . . . . " *Southwestern Portland Cement Co.*, 126 NLRB 931, 933 (1960). Accord *Coca-Cola*, 352 NLRB at 1045. In the present case, the parties' agreement modified wages and pension fund contributions, extended the contract date to a definite expiration date, and expressly reaffirmed their original agreement. Thus, the extension properly acts as a bar.

As set forth above, I have found that the Employer and Intervenor's contract acts as a bar and precludes the Petitioner's petition. Accordingly, I am dismissing the petition.

V. CONCLUSIONS AND FINDINGS

Based on the entire record in this proceeding, I conclude and find as follows:

1. The hearing officer's rulings made at the hearing are free from prejudicial error and are hereby affirmed.
2. The Employer is engaged in commerce within the meaning of the Act and it will effectuate the purposes of the Act to assert jurisdiction in this case.
3. The Petitioner claims to represent certain employees of the Employer.
4. The Petitioner is a labor organization within the meaning of Section 2(5) of the Act.
5. No question affecting commerce exists concerning the representation of certain employees of the Employer within the meaning of Section 9(c)(1) and Section 2(6) and (7) of the Act.

VI. ORDER

IT IS HEREBY ORDERED that the petition herein be, and it hereby is, dismissed.

VII. RIGHT TO REQUEST REVIEW

Under the provisions of Section 102.67 of the Board's Rules and Regulations, a request for review of this Decision may be filed with the National Labor Relations Board, addressed to the Executive Secretary, 1099 14th Street, N.W., Washington, DC 20570-0001. This request must be received by the Board in Washington by December 27, 2010. The

request may be filed electronically through E-Gov on the Board's web site, www.nlrb.gov,[12] but may not be filed by facsimile.

Dated: December 13, 2010

Willie L. Clark, Jr., Regional Director
National Labor Relations Board
Region 11
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[12] To file the request for review electronically, go to www.nlrb.gov and select the **E-Gov** tab. Then click on the **E-Filing** link on the menu. When the E-File page opens, go to the heading **Board/Office of the Executive Secretary** and click on the "File Documents" button under that heading. A page then appears describing the E-Filing terms. At the bottom of this page, check the box next to the statement indicating that the user has read and accepts the E-Filing terms and click the "Accept" button. Then complete the filing form with information such as the case name and number, attach the document containing the request for review, and click the Submit Form button. Guidance for E-filing is contained in the attachment supplied with the Regional Office's initial correspondence on this matter and is also located under "E-Gov" on the Board's web site, www.nlrb.gov.